for it — and which raised it above any other court in the world — but also, and as a necessary result, gave to his profession and ours a new importance, dignity, and responsibility. At the same time he taught us how to realize its importance with modesty, to maintain its dignity without affectation, and to discharge its responsibility with courage and power. If Judge Dillon's collection enforces these lessons, by the new interest and enthusiasm it may well inspire, it will indeed prove its value. H. W. D.

THE GENERAL PRINCIPLES OF THE LAW OF CONTRACT. By Louis L. Hammon. St. Paul: Keefe-Davidson Company. 1902. pp. xxx, 1233. 8vo.

The law of contract constitutes a basis of so large a part of the common law system and has such a vital influence upon all business relations that a new discussion of the subject is almost always helpful and welcome. The present work covers the whole field quite exhaustively, with especial reference to its modern developments. In addition to the more fundamental principles, it includes several matters not generally discussed so fully in the usual work of this kind. The chapter dealing with illegal contracts is especially noteworthy in this regard. The discussions also of the capacity of parties, and the effect of mistake, misrepresentation, fraud and undue influence, deserve particular mention. It is the full treatment of topics such as these that gives completeness and value to this work.

As in case of several other publications of this house that we have had occasion to notice, considerable care has been taken to render the contents of the book readily accessible. This is accomplished by means of analytical tables of contents for each chapter, black-letter titles for each section, and black-letter summaries for the main topics. This method not only greatly reduces the mechanical labor of legal investigation, but also adds considerably to the clearness of the discussion through the careful analysis of the subject that is necessary for the proper execution of such a plan. The writer has done this part of his work thoroughly and well.

Though the scope of the volume is very comprehensive, many of the topics are stated merely in outline or with only a brief discussion of the main rule. This, however, is wise, for a general text-book of this nature should not be encyclopædic, but should leave more detailed consideration to special investigators. It should bring together all the general principles of the subject into one connected discussion, which may be a convenient reference manual for the practitioner and the student, and serve as a point of departure for more detailed research. This end Mr. Hammon has accomplished with considerable success. The work is distinctively commendable and should prove acceptable to the profession. W. H. H.

HUGHES ON CONTRACTS. By William T. Hughes. Chicago: Callaghan and Co. 1903. pp. 608. 8vo.

The plan of this book is novel. The author has divided it into three parts containing respectively twenty, one hundred and thirty-two, and four hundred and thirty-nine pages. In the first part he discusses the fundamental conceptions of law, and in the second the leading phases of the subject of contracts. The last part, styled a text-index, constitutes the most important and most valuable part of the work. It consists of a digest or encyclopædia of leading cases arranged alphabetically both under the name of the case and under an appropriate topic. The citation of each case is given not only to the regular reports but also to text-books, case-books, and other works in which discussions of it may be found. Under each case similar cases are also cited and briefly abstracted. The purpose of the author, as explained in his preface, is not to

discuss subjects in great detail himself, but to refer to the "great leading and annotated cases upon each proposition stated."

The author's manner of dealing with his subject could be improved, it would seem, by a more careful analysis. Much space is consumed in partially discussing in one place what is more fully discussed in another. For example, practically all the matter given in the first part is repeated in more expanded and more accurate form in the second, so that the first part seems superfluous. The term "contracts" is inaccurately applied to many topics which it does not properly include, such as judgments and quasi-contracts. Certain discussions of subjects admitted not to belong to the field of contracts seem rather out of place, as, for example, the ninety-page treatment of criminal law in the third part. Too much prominence is given to Latin maxims which are so often on close analysis found to be meaningless or erroneous. What errors appear in the book are usually due to statement so condensed as to be misleading, or to a failure to find the ultimate principle, rather than to absolute misconceptions.

The chief value of the book would seem to be as a general index to text-books and other authorities. It will be useful in looking up the broad principles of the law of contracts rather than for careful preparation on a given case. It is a good book for finding quickly in a general way what the law is.

A TREATISE ON COMMERCIAL PAPER AND THE NEGOTIABLE INSTRUMENTS LAW. By James W. Eaton and Frank B. Gilbert. Albany: Matthew Bender. 1903. pp. xciii, 767. 8vo.

This work resembles in general arrangement the standard treatises on commercial paper, but the method of handling the details of the subject is somewhat new. In this regard the volume might almost be described as a running comment on the Negotiable Instruments Law. The text selected for discussion is that of the New York Act, but there are cross references to the statutes of all the other twenty or more jurisdictions in which the Law is now in force. After citing the provisions of the New York Act, the authors indicate by a summary of the common law decisions the extent and nature of the changes which the legislature has brought about. This manner of treatment is logical and effective and may be commended as the best idea in the book.

The authors make no attempt to do more than state decisions of the courts. The principles of the law merchant and the reasons and customs which underlie them are omitted. Even such a disputed point as the reason for the liability of the acceptor of a forged bill is not discussed. Such a work, it would seem, can hardly be regarded as a real contribution to the study of the law of negotiable instruments.

In the field which they attempt to cover the authors are generally accurate. There is, of course, an occasional omission. For instance, under the Negotiable Instruments Law, one who takes incomplete paper, although for value and without notice, must ascertain at his peril the actual amount for which the possessor has authority to fill in the blanks. Formerly in America possession of the instrument was sufficient evidence to a *bona fide* purchaser of authority to fill up to any amount. *Fullerton* v. *Sturges*, 4 Oh. St. 530. This distinction between the common and the statute law is not clearly pointed out. Such omissions, however, are rare, and, as a manual for the practising attorney, the book may well be of use.

CASES ON EQUITY PLEADING AND PRACTICE. By Bradley M. Thompson, Jay Professor of Law in the University of Michigan. Chicago: Callaghan and Company. 1903. pp. ix, 326. 8vo.

The study of law by the case-system aims at giving the student a knowledge of how to find the law and a training in legal reasoning which will enable him to apply it when found. To gain these two objects, especially the latter, it